

Carney
Richard

ADMINISTRATIVE FILE

Carmey, Richard R. (Atty.)

X

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March 24, 1961

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Y

Richard R. Carmey, Esquire
Carmey & McCarroll
726 Pacific Building
Portland 4, Oregon

Dear Mr. Carmey:

This is in answer to your letter of March 5 addressed to our House Counsel, Mr. Florien J. Bartosic, with respect to protective language in bakery agreements. I am attaching a collection of such provisions taken from various Teamster bakery contracts throughout the country. In each case I have indicated the particular contract involved and the expiration date.

I hope these will be of help to you. If you wish additional details, please let me know.

Very truly yours,

Abraham Weiss
Economist

AM/lp
Enclo.

From the Desk of:
FLORIAN BABTOVIC

3/6/61
Date

MR. WEISS

All, would you have
anything ~ this?

Bart

golm

CARNEY & MCCARROLL

ATTORNEYS AT LAW

725 PACIFIC BUILDING

PORTLAND 4, OREGON

TELEPHONE
CAPTOL 8-2838

March 3, 1961

Florian J. Bartanic, Esquire
House Counsel
25 Louisiana Avenue, N.W.
Washington 1, D. C.

Re: Bakery Drivers - "Drop Shipments"

Dear Bart:

I am presently working on a problem which involves the drawing up of appropriate language for inclusion into the bakery drivers' agreement for the purpose of protecting their jurisdiction with respect to the delivery by them from the bakery to the various retail stores in the area. As you are probably aware, under existing agreements these drivers are paid on the basis of a weekly salary plus a commission. Recently we have had a number of situations where attempts have been made by the employers to make "drop shipments" of the bakery products to the stores and thus circumventing the route driver and the payment of his commission. This has been especially true with respect to the larger stores.

Also, we have had situations where the bakery would agree with store operators that they could pick up their bakery products at the bakery using their own trucks for this work. There have also been situations where certain chain stores have arranged to have their bread wrapped in their own special wrapper and the employer has taken the position that he could make a straight delivery of this bread to the store without the use of the route driver and without the payment of the commission because there was no "sale" involved, but merely a delivery.

I have been attempting to draw up some language such as is found in the prohibition against subcontracting clauses in order to attempt, at least in part, to meet this problem.

I am writing to you because it has occurred to me that this matter must have arisen in other areas throughout the country and

Florian J. Bartoeic, Esquire

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March 3, 1961

perhaps you might have some suggestions on it as well as some suggested language which we might attempt to negotiate into the contract.

Best personal regards.

Very truly yours,

Richard R. Carney
Richard R. Carney

RRC:as